

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

In re:

Eteron, Inc.,

Debtor.

Chapter 11

Case No.18-45161-pjs

Hon. Phillip J. Shefferly

**NYATEX CHEMICAL COMPANY'S MOTION FOR  
ALLOWANCE AND PAYMENT OF ITS 11 U.S.C. § 503(b)(9) CLAIM**

Nyatex Chemical Company ("Nyatex"), by and through its undersigned attorneys, states its Motion For Allowance and Payment of its 11 U.S.C. § 503(b)(9) Claim as follows:

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (O).
2. Venue is appropriate pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The statutory bases for the relief requested herein are Sections 105 and 503 of title 11 of the United States Code (the "Bankruptcy Code"),
4. On April 9, 2018 (the "Petition Date") Eteron, Inc. filed its petition for relief under Chapter 11 of the Bankruptcy Code.
5. The meeting of creditors was held May 8, 2018, which was the first date set for the meeting of creditors.

6. No order was entered setting the deadline to file a motion for allowance of a claim under 11 U.S.C. §503(b)(9). Therefore, the deadline for filing a motion for allowance of a claim under 11 U.S.C. §503(b)(9) is 90 days after the first date set for the meeting of creditors, being August 6, 2018. (LBR 3003-1)

7. The Debtor operated its business as a debtor in possession pursuant to 11 U.S.C. §§ 1107(a) and 1108. The assets of the Debtor were sold pursuant to the *Order Approving Sale of Property of the Estate Outside of the Ordinary Course of Business Under 11 U.S.C. §363 Free and Clear of Liens and Interests with Liens and Interest to Transfer to Sale Proceeds* entered July 20, 2018 [Doc. No. 116].

8. No Trustee has been appointed in this case.

#### **Section 503(b)(9) Claim**

9. Nyatex supplied specialty adhesive to the Debtor for use in manufacturing of automobile components. As of the Petition Date, Nyatex was owed \$100,182.09, \$49,191.84 of which was supplied to the Debtors within 45 days of the Petition Date. \$38,435.04 of that amount constitutes a valid 503(b)(9) claim (the “503(b)(9) Claim”), as such product was supplied to the Debtor within 20 days of the Petition Date.

10. On April 19, 2018, Nyatex served its Reclamation Notice and Demand on the Debtor (the “Reclamation Demand”) identifying the individual

reclamation claim and 503(b)(9) claim (a “503(b)(9) Claim”) attributable to the Debtor. (See Exhibit A, attached hereto.) On April 20, 2018, Notice (the “Notice”) of the Reclamation Demand was filed in this proceeding [Doc. No. 36]. The Reclamation Demand and Notice are summarized below:

<b>503(b)(9) Amount (20 days of Petition Date)</b>	<b>21-45 days of Petition Date (546(c))</b>	<b>Total Reclamation Amount</b>
\$38,435.04	\$10,756.80	\$49,191.84

11. The Reclamation Demand provides a summary of the invoices that make up the Reclamation and 503(b)(9) Claims by invoice date, invoice number, invoice amount, as well as copies of the relevant invoices.

12. Section 503(b)(9) of the Bankruptcy Code provides for the allowance of administrative expenses, after notice and a hearing, for “the value of any goods received by the debtor within 20 days before the date of commencement of a case under this title in which the goods have been sold to the debtor in the ordinary course of such debtor’s business.” 11 U.S.C. § 503(b)(9).

13. As evidenced by the Reclamation Demand and Notice, within 20 days before the Petition Date, Nyatex provided goods to the Debtor in the aggregate amount of \$38,435.04 consisting of specialty adhesives (the “20 Day Goods”). The 20 Day Goods were sold to the Debtor in the ordinary course of Debtor’s business and were received by the Debtor within 20 days prior to the Petition Date.

Therefore, Nyatex is entitled to an administrative expense claim under 11 U.S.C. §503(b)(9) in the amount of \$38,435.04.

**Relief Requested**

WHEREFORE, Nyatex Chemical Company respectfully requests that this Court enter an order in the form attached as **Exhibit 1** allowing Nyatex an administrative expense claim pursuant to 11 U.S.C. § 503(b)(9) in the amount of \$38,435.04, ordering the Debtor to pay said administrative expense claim within 7 business days of the date of entry of this order and granting such other relief as is appropriate in this matter.

Respectfully submitted,  
MADDIN, HAUSER, ROTH & HELLER, P.C.

/s/ Julie Beth Teicher  
JULIE BETH TEICHER (P34300)  
Attorneys for Nyatex, LLC  
28400 Northwestern Hwy, 2<sup>nd</sup> Floor  
Southfield, MI 48034  
(248) 354-4030  
[jteicher@maddinhauser.com](mailto:jteicher@maddinhauser.com)

DATED: August 2, 2018

# **EXHIBIT A**



Maddin Hauser Roth & Heller PC  
attorneys and counselors

JULIE BETH TEICHER  
Direct Dial No: (248) 351-7059  
Direct Fax No: (248) 359-7558  
E-Mail: jteicher@maddinhauser.com

28400 Northwestern Highway Second Floor Southfield, MI 48034-1839 (248) 354-4030 fax (248) 354-1422 www.maddinhauser.com

April 19, 2018

**VIA FEDERAL EXPRESS**

John C. Kim, II  
Eteron, Inc.  
23944 Freeway Park Drive  
Farmington Hills, MI 48335

Ethan D. Dunn  
Maxwell Dunn PLC  
24725 W. 12 Mile Road, Suite 306  
Southfield, MI 48034  
[bankruptcy@maxwelldunnlaw.com](mailto:bankruptcy@maxwelldunnlaw.com)

Kimberly Ross Clayson  
Clayson, Schneider & Miller, P.C.  
645 Griswold, Suite 3900  
Detroit, MI 48226  
[kim@claysonschneidermiller.com](mailto:kim@claysonschneidermiller.com)

RE: Eteron, Inc. ("Debtor")  
Chapter 11 Case No. 18-45161

**RECLAMATION NOTICE AND DEMAND**

Dear Messrs. Kim and Dunn and Ms. Clayson:

This firm is counsel for Nyatex Chemical Company ("Nyatex"). On behalf of Nyatex, please take notice that pursuant to Section 546(c) of the United States Bankruptcy Code and Section 2-702 of the Uniform Commercial Code, Nyatex hereby demands immediate return and reclamation of all goods and products received by the above-reference Debtor pursuant to the enclosed invoices (See Exhibits A and B attached) in the amount of \$49,191.84. The reclamation demand is summarized as follows:

a. **Goods Received Within 20 days of April 9, 2018**

Invoice Date	Invoice Number	Amount
03/21/2018	32946	\$8,460.72
03/26/2018	32954	\$10,756.80
03/28/2018	32955	\$8,460.72

Invoice Date	Invoice Number	Amount
04/02/2018	32967	\$7,171.20
04/05/2018	32974	\$3,585.60
<b>TOTAL</b>		<b>\$38,435.04</b>

**b. Goods Received Within 21 to 45 days of April 9, 2018**

Invoice Date	Invoice Number	Amount
03/19/2018	32937	\$10,756.80
<b>TOTAL</b>		<b>\$10,756.80</b>

**TOTAL RECLAMATION CLAIM (A & B): \$49,191.84**

**c. Section 503(b)(9) Claim**

In addition to the foregoing, Nyatex asserts and will assert an administrative claim pursuant to Bankruptcy Code Section 503(b)(9) for the value of goods Nyatex provided to the Debtor within the twenty (20) days immediately prior to the Petition Date of April 9, 2018 (the "Section 503(b)(9) Claim"). The amount of the Section 503(b)(9) Claim is \$38,435.04.

**d. Post-petition Invoice**

Further, prior to being advised of the Chapter 11 filing, Nyatex supplied goods to the Debtor on April 9, 2018 (post-petition), pursuant to Invoice Number 32977 in the amount of \$3,585.60, a copy of which is attached for your convenience as Exhibit C. It is expected that payment for the goods referenced on Exhibit C will be made according to its terms.

If you have any questions, please do not hesitate to contact me.

Very truly yours,  
MADDIN, HAUSER, ROTH & HELLER, P.C.

  
Julie Beth Teicher

JBT/gs

Enclosures

cc: Jason Hulbert  
William E. Sigler (i/o)

# **EXHIBIT A**





P.O. Box 124  
2112 Industrial  
Howell, MI 48843

# Invoice

Date	Invoice #
3/21/2018	32946

<b>Bill To</b>
Eteron Inc. 23944 Freeway Park Drive Farmington, MI 48335

<b>Ship To</b>
Eteron Inc. 23944 Freeway Park Drive Farmington, MI 48335

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal	2%/NET20		3/21/2018	AGD	Howell, MI	

Quantity	Item Code	Description	Price Each	Amount
2	20F1680-B Lot Number(s)	Black Flock Adhesive, ( 54 Gal. Drums), sale unit: Gallon 038-14-28, 038-16-32		7,171.20 0.00
1	20F1341. Lot Number(s)	Black Flock Adhesive, ( 54 Gal. Drums), sale unit: Gallon 038-14-29		1,289.52 0.00
			<b>Total</b>	<b>\$8,460.72</b>

ATTENTION SHIPPERS! FREIGHT CHARGES ARE PREPAID ON THIS BILL OF LADING UNLESS MARKED COLLECT:

# STRAIGHT BILL OF LADING

ORIGINAL - NOT NEGOTIABLE

Generated from DGIS Forms by Labelmaster using 49 CFR

Shipper No. 32946

Carrier No.

Date 03/27/2018

Page 1 of 1

AGD

(Name of carrier)

(SCAC)

On Collect on Delivery shipments, the letters "COD" must appear before consignee's name or at otherwise provided in item 430, Sec. 1.

TO:

Consignee Eleron

Street 23944 Freeway Park Drive

City, State, Zip Code Farmington, MI, 48335, U.S.A.

FROM: Nyatex Chemical Company

Shipper

Street 2112 Industrial

City, State, Zip Code Howell, MI, 48843, U.S.A.

Emergency Contact Name Nyatex Chemical Company

24 hr. Emergency Contact Tel. No. (800)535-5053

Route

Vehicle Number

No. of Units & Container Type	HM	BASIC DESCRIPTION UN or NA Number, Proper Shipping Name, Hazard Class, Packing Group	TOTAL QUANTITY (Weight, Volume, Gallons, etc.)	WEIGHT (Subject to Correction)	RATE	CHARGES (For Carrier Use Only)
6 Drums		Compound Adhesive, NOI, Liquid	324 gal	2970 lbs	60	
2 Pallet		Containing 6 Drums		116 lbs		
		Total Weight including Pallets		3086 lbs		

PLACARDS TENDERED: YES ☐ NO ☒

REMIT C.O.D.  
TO: ADDRESS

Note - (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property, as follows: "The agreed or declared value of this property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_."

(2) Where the applicable tariff provisions specify a limitation of the carrier's liability absent a release or a value declaration by the shipper and the shipper does not release the carrier's liability or declare a value, the carrier's liability shall be limited to the extent provided by such provisions. See NMFC item 172.

(3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation. See Section 2(e) of item 360, Bills of Lading, Freight Bills and Statements of Charges and Section 1(e) of the Contract Terms and Conditions for a list of such articles.

I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

Signature

COD Amt: \$

C.O.D. FEE:

PREPAID ☐ \$  
COLLECT ☐

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

TOTAL CHARGES \$

FREIGHT CHARGES

FREIGHT PREPAID ☒ when box at right is checked Check box if charges are to be collect

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to

destination and as to each party of any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER Nyatex Chemical Company

CARRIER AGD

PER

PER

DATE 03/27/2018

Permanent post office address of shipper:

18-45161-pjs

Doc 120 Filed 08/02/18 Entered 08/02/18 11:33:31 Page 10 of 35



P.O. Box 124  
2112 Industrial  
Howell, MI 48843

# Invoice

Date	Invoice #
3/26/2018	32954

<b>Bill To</b>
Eteron Inc. 23944 Freeway Park Drive Farmington, MI 48335

<b>Ship To</b>
Eteron Inc. 23944 Freeway Park Drive Farmington, MI 48335

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal	2%/NET20		3/26/2018	AGD	Howell, MI	
Quantity	Item Code	Description			Price Each	Amount
	20F1680-B Lot Number(s)	Black Flock Adhesive, ( 54 Gal. Drums), sale unit: Gallon 038-16-32, 038-21-49				10,756.80 0.00
					Total	\$10,756.80

ATTENTION SHIPPERS! FREIGHT CHARGES ARE PREPAID ON THIS BILL OF LADING UNLESS MARKED COLLECT.

# STRAIGHT BILL OF LADING

ORIGINAL - NOT NEGOTIABLE

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Shipper No. 32954

Carrier No.

Date 03/26/2018

Page 1 of 1

AGD

(Name of carrier)

(SCAC)

On Collection Delivery shipments, the letters "COD" must appear before consignee's name or as otherwise provided in item 430, Sec. 1.

TO:

Consignee Eteron

Street 23944 Freeway Park Drive

City, State, Zip Code Farmington, MI, 48335, U.S.A.

FROM: Nyatex Chemical Company

Shipper

Street 2112 Industrial

City, State, Zip Code Howell, MI, 48843, U.S.A.

Emergency Contact Name Nyatex Chemical Company

24 hr. Emergency Contact Tel. No. (800)535-5053

Route

Vehicle Number

No. of Units & Container Type	HM	BASIC DESCRIPTION UN or NA Number, Proper Shipping Name, Hazard Class, Packing Group	TOTAL QUANTITY (Weight, Volume, Gallons, etc.)	WEIGHT (Subject to Correction)	RATE	CHARGES (For Carrier Use Only)
6 Drums		Compound Adhesive, NOI, Liquid	324 gal	2970 lbs	60	
2 Pallet		Containing 6 Drums		116 lbs		
		Total Weight Including Pallets		3086 lbs		

PLACARDS TENDERED: YES ☐ NO ☒

REMIT C.O.D.  
TO: ADDRESS

Note - (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property, as follows: "The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_."

(2) Where the applicable tariff provisions specify a limitation of the carrier's liability absent a release or a value declaration by the shipper and the shipper does not release the carrier's liability or declare a value, the carrier's liability shall be limited to the extent provided by such provisions. See NMFC Item 172.

(3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation. See Section 2(e) of item 360, Bills of Lading, Freight Bills and Statements of Charges and Section 1(a) of the Contract Terms and Conditions for a list of such articles.

I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packaged, marked and labeled as required, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

*JP*

Signature

COD Amt: \$

C.O.D. FEE:

PREPAID ☐ COLLECT ☐ \$

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

TOTAL CHARGES \$

FREIGHT CHARGES

FREIGHT PREPAID except when box at right is checked ☒ Check box if charges are to be collected

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and described as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all of any portion of said route to

destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER Nyatex Chemical Company

CARRIER AGD *Alicia Bruce*

PER

PER AGD *Von 16*

DATE 03/26/2018 *3-26-2018*

Permanent post-office address of shipper.



P.O. Box 124  
2112 Industrial  
Howell, MI 48843

# Invoice

Date	Invoice #
3/28/2018	32955

<b>Bill To</b>
Eteron Inc. 23944 Freeway Park Drive Farmington, MI 48335

<b>Ship To</b>
Eteron Inc. 23944 Freeway Park Drive Farmington, MI 48335

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal	2%/NET20		3/28/2018	AGD	Howell, MI	
Quantity	Item Code	Description			Price Each	Amount
	20F1680-B Lot Number(s)	Black Flock Adhesive, ( 54 Gal. Drums), sale unit: Gallon 038-21-49				7,171.20 0.00
	20F1341. Lot Number(s)	Black Flock Adhesive, ( 54 Gal. Drums), sale unit: Gallon 038-27-55				1,289.52 0.00
					Total	\$8,460.72

ATTENTION SHIPPERS! FREIGHT CHARGES ARE PREPAID ON THIS BILL OF LADING UNLESS MARKED COLLECT.

# STRAIGHT BILL OF LADING

ORIGINAL - NOT NEGOTIABLE

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Shipper No. 32955

Carrier No.

Date 03/28/2018

Page 1 of 1

AGD

(Name of carrier)

(SCAC)

On Collect on Delivery shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1.

TO:

Consignee Eteron

Street 23944 Freeway Park Drive

City, State, Zip Code Farmington, MI, 48335, U.S.A.

FROM: Nyatex Chemical Company

Shipper

Street 2112 Industrial

City, State, Zip Code Howell, MI, 48843, U.S.A.

Emergency Contact Name Nyatex Chemical Company

24 hr. Emergency Contact Tel. No. (800)535-5053

Route

Vehicle Number

No. of Units & Container Type	HM	BASIC DESCRIPTION UN or NA Number, Proper Shipping Name, Hazard Class, Packing Group.	TOTAL QUANTITY (Weight, Volume, Gallons, etc.)	WEIGHT (Subject to Correction)	RATE	CHARGES (For Carrier Use Only)
6 Drums		Compound Adhesive, NOI, Liquid	324 gal	2970 lbs	60	
2 Pallet		Containing 6 Drums		116 lbs		
		Total Weight including Pallets		3086 lbs		

PLACARDS TENDERED: YES ☐ NO ☒


REMIT C.O.D. TO: ADDRESS

Note - (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property, as follows: "The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_."

(2) Where the applicable tariff provisions specify a limitation of the carrier's liability absent a release or a value declaration by the shipper and the shipper does not release the carrier's liability or declare a value, the carrier's liability shall be limited to the extent provided by such provisions. See NMFC Item 172.

(3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation. See Section 2(e) of Item 380, Bill of Lading, Freight Bill and Statements of Charges and Section 1(n) of the Contract Terms and Conditions for a list of such articles.

I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packaged, marked and labeled according to the applicable international and national governmental regulations.

 Signature

COD Amt: \$

Subject to Section 7 of the codebook, if this shipment is to be delivered to the consignee without recourse on the carrier, the consignee shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

 (Signature of Consignee)

G.O.D. FEE:

PREPAID ☐ COLLECT ☐ \$

TOTAL CHARGES \$

FREIGHT CHARGES  
FREIGHT PREPAID ☒ when box is right is checked ☐ Check box if charges are to be collect

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to

destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER Nyatex Chemical Company

CARRIER AGD

PER

PER

DATE 03/28/2018

Permanent post-office address of shipper.



P.O. Box 124  
2112 Industrial  
Howell, MI 48843

# Invoice

Date	Invoice #
4/2/2018	32967

<b>Bill To</b>
Eteron Inc. 23944 Freeway Park Drive Farmington, MI 48335

<b>Ship To</b>
Eteron Inc. 23944 Freeway Park Drive Farmington, MI 48335

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal	2%/NET20		4/2/2018	AGD	Howell, MI	
Quantity	Item Code	Description			Price Each	Amount
1	20F1680-B Lot Number(s)	Black Flock Adhesive, ( 54 Gal. Drums), sale unit: Gallon 038-28-58				7,171.20 0.00
					Total	\$7,171.20

ATTENTION SHIPPERS! FREIGHT CHARGES ARE PREPAID ON THIS BILL OF LADING UNLESS MARKED COLLECT.

# STRAIGHT BILL OF LADING

ORIGINAL - NOT NEGOTIABLE

Generated from DGIS Forms of Labelmaster using 49 CFR

Shipper No. 32967

Carrier No.

Page 1 of 1

AGD

Date 04/02/2018

(Name of carrier)

(SCAC)

On Collect or Delivery shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1.

TO:

Consignee Eleron

Street 23944 Freeway Park Drive

City, State, Zip Code Farmington, MI, 48335, U.S.A.

FROM: Nyatex Chemical Company  
Shipper  
Street 2112 Industrial

City, State, Zip Code Howell, MI, 48843, U.S.A.

Emergency Contact Name

24 hr. Emergency Contact Tel. No.

Route

Vehicle Number

No. of Units & Container Type	HM	BASIC DESCRIPTION UN or NA Number, Proper Shipping Name, Hazard Class, Packing Group	TOTAL QUANTITY (Weight, Volume, Gallons, etc.)	WEIGHT (Subject to Correction)	RATE	CHARGES (For Carrier Use Only)
4 Drums		Compound Adhesive, NOI, Liquid	216 gal	1980 lbs	60	
1 Pallet		Containing 4 Drum		58 lbs		
		Total Weight including Pallets		2038 lbs		

PLACARDS TENDERED:

YES

NO

X

REMIT C.O.D.  
TO: ADDRESS

Note - (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property, as follows: "The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_."

(2) Where the applicable tariff provisions specify a limitation of the carrier's liability, absent a release or a value declaration by the shipper and the shipper does not release the carrier's liability or declare a value, the carrier's liability shall be limited to the extent provided by such provisions. See NMFC Item 172.

(3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation. See Section 2(c) of item 360, Bids of Lading, Freight Bids and Statements of Charges and Section 1(a) of the Contract Terms and Conditions for a list of such articles.

I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

Signature

COD Amt: \$

C.O.D. FEE:  
PREPAID ☐ \$  
COLLECT ☐ \$

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

TOTAL CHARGES \$

FREIGHT CHARGES  
FREIGHT PREPAID ☒ when box is light is checked ☒ Check box if charges are to be collect

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to the usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all of any portion of said route to

destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER Nyatex Chemical Company

CARRIER AGD #016

PER

PER

DATE 04/02/2018

Permanent post-office address of shipper.





P.O. Box 124  
2112 Industrial  
Howell, MI 48843

# Invoice

Date	Invoice #
4/5/2018	32974

<b>Bill To</b>
Eteron Inc. 23944 Freeway Park Drive Farmington, MI 48335

<b>Ship To</b>
Eteron Inc. 23944 Freeway Park Drive Farmington, MI 48335

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal	2%/NET20		4/5/2018	AGD	Howell, MI	
Quantity	Item Code	Description			Price Each	Amount
	20F1680-B Lot Number(s)	Black Flock Adhesive, ( 54 Gal. Drums), sale unit: Gallon 038-28-58				3,585.60 0.00
					Total	\$3,585.60

ATTENTION SHIPPERS! FREIGHT CHARGES ARE PREPAID ON THIS BILL OF LADING UNLESS MARKED COLLECT.

# STRAIGHT BILL OF LADING

ORIGINAL - NOT NEGOTIABLE

Generated from DGIS Forms by Labelmaster using 49 CFR

Shipper No. 32974

Carrier No.

Page 1 of 1

AGD

Date 04/05/2018

(Name of carrier)

(SCAC)

On Collect on Delivery shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1.

TO:

Consignee Eteron

Street 23944 Freeway Park Drive

City, State, Zip Code Farmington, MI, 48335, U.S.A.

FROM: Nyatex Chemical Company  
Shipper  
Street 2112 Industrial

City, State, Zip Code Howell, MI, 48843, U.S.A.

Emergency Contact Name Nyatex Chemical Company

24 hr. Emergency Contact Tel. No. (800)535-5053

Route

Vehicle  
Number

No. of Units & Container Type	HM	BASIC DESCRIPTION UN or NA Number, Proper Shipping Name, Hazard Class, Packing Group	TOTAL QUANTITY (Weight, Volume, Gallons, etc.)	WEIGHT (Subject to Correction)	RATE	CHARGES (For Carrier Use Only)
2 Drum		Compound Adhesive, NOI, Liquid	108 gal	990lbs	60	
1 Pallet		Containing 2 Drums		58 lbs		
		Total Weight including Pallets		1048 lbs		

PLACARDS TENDERED:

YES ☐ NO ☒

REMIT C.O.D.  
TO: ADDRESS

Note - (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property, as follows: "The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_"

(2) Where the applicable tariff provisions specify a limitation of the carrier's liability absent a release or a value declaration by the shipper and the shipper does not release the carrier's liability or declare a value, the carrier's liability shall be limited to the extent provided by such provisions. See NMFC Item 172.

(3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation. See Section 2(e) of Item 350, B&E of Lading, Freight Bill and Statements of Charges and Section 1(n) of the Contract Terms and Conditions for a list of such articles.

I hereby declare that the contents of the foregoing are true and accurately described above by the proper shipping name and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

*JP*

Signature

COD Amt: \$

C.O.D.FEE:

PREPAID ☐ COLLECT ☐ \$

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignee, the consignee shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

TOTAL CHARGES \$

FREIGHT CHARGES

FREIGHT PREPAID except when box is right is checked ☒ Check box if charges are to be collect

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to

destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER Nyatex Chemical Company

CARRIER AGD

PER

PER

DATE 04/05/2018

Permanent post-office address of shipper.

## **EXHIBIT B**



P.O. Box 124  
2112 Industrial  
Howell, MI 48843

# Invoice

Date	Invoice #
3/19/2018	32937

<b>Bill To</b>
Eteron Inc. 23944 Freeway Park Drive Farmington, MI 48335

<b>Ship To</b>
Eteron Inc. 23944 Freeway Park Drive Farmington, MI 48335

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal	2%/NET20		3/19/2018	AGD	Howell, MI	
Quantity	Item Code	Description			Price Each	Amount
	20F1680-B Lot Number(s)	Black Flock Adhesive, ( 54 Gal. Drums), sale unit: Gallon 038-14-28				10,756.80 0.00
					Total	\$10,756.80

ATTENTION SHIPPERS! FREIGHT CHARGES ARE PREPAID ON THIS BILL OF LADING UNLESS MARKED COLLECT.

# STRAIGHT BILL OF LADING

ORIGINAL - NOT NEGOTIABLE

Generated from DGIS Forms by Labelmaster using 49 CFR

Shipper No. 32937

Carrier No.

Page 1 of 1

AGD

Date 03/19/2018.

(Name of carrier)

(SCAC)

On Collect on Delivery shipments, the letters "COD" must appear before consignee's name or as otherwise provided in item 430, Sec. 1.

TO:

Consignee Eteron

Street 23944 Freeway Park Drive

City, State, Zip Code Farmington, MI, 48335, U.S.A.

FROM: Shipper Nyatex Chemical Company

Street 2112 Industrial

City, State, Zip Code Howell, MI, 48843, U.S.A.

Emergency Contact Name Nyatex Chemical Company

24 hr. Emergency Contact Tel. No. (800)535-5053

Route

Vehicle  
Number

No. of Units & Container Type	HM	BASIC DESCRIPTION UN or NA Number, Proper Shipping Name, Hazard Class, Packing Group	TOTAL QUANTITY (Weight, Volume, Gallons, etc.)	WEIGHT (Subject to Correction)	RATE	CHARGES (For Carrier Use Only)
6 Drums		Compound Adhesive, NOI, Liquid	324 gal	2970 lbs	60	
2 Pallet		Containing 6 Drums  Total Weight including Pallets		116 lbs  3086 lbs		

PLACARDS TENDERED: YES \_\_\_\_\_ NO X

REMIT C.O.D.  
TO: ADDRESS

Note - (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property, as follows: "The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_."

(2) Where the applicable tariff provisions specify a limitation of the carrier's liability absent a release or a value declaration by the shipper and the shipper does not release the carrier's liability or declare a value, the carrier's liability shall be limited to the extent provided by such provisions. See NIMCO Item 172.

(3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation. See Section 2(e) of Item 360, B/Ls of Lading, Freight Bills and Statements of Charges and Section 1(e) of the Contract Terms and Conditions for a list of such articles.

I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packaged, marked and labeled, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

Signature

COD Amt: \$

C.O.D. FEE:

PREPAID ☐ COLLECT ☐ \$

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and any other lawful charges.

TOTAL CHARGES \$

FREIGHT CHARGES

FREIGHT PREPAID ☒ WHEN NOT AT RISK IS CHECKED

Check box if charges are to be collect

RECEIVED, subject to the classification and tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to the usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination, it is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to

destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER Nyatex Chemical Company

CARRIER AGD

PER

PER AGD Von 16

DATE 03/19/2018

Permanent post-office address of shipper.

# **EXHIBIT C**



P.O. Box 124  
2112 Industrial  
Howell, MI 48843

# Invoice

Date	Invoice #
4/9/2018	32977

Bill To
Eteron Inc. 23944 Freeway Park Drive Farmington, MI 48335

Ship To
Eteron Inc. 23944 Freeway Park Drive Farmington, MI 48335

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Verbal	2%/NET20		4/9/2018	AGD	Howell, MI	
Quantity	Item Code	Description			Price Each	Amount
	20F1680-B Lot Number(s)	Black Flock Adhesive, ( 54 Gal. Drums), sale unit: Gallon 038-28-58				3,585.60 0.00
					Total	\$3,585.60

ATTENTION SHIPPERS! FREIGHT CHARGES ARE PREPAID ON THIS BILL OF LADING UNLESS MARKED COLLECT.

# STRAIGHT BILL OF LADING

ORIGINAL - NOT NEGOTIABLE

Generated from DGIS Forms by Labelmaster using 49 CFR

Shipper No. 32977

Carrier No.

Page 1 of 1

AGD

Date 04/09/2018

(Name of carrier)

(SCAC)

On Collection Delivery shipments, the letters "COD" must appear before consignee's name or as otherwise provided in item 430, Sec. 1.

TO:

Consignee Eleron

Street 23944 Freeway Park Drive

City, State, Zip Code Farmington, MI, 48335, U.S.A.

FROM: Nyatex Chemical Company  
Shipper  
Street 2112 Industrial

City, State, Zip Code Howell, MI, 48843, U.S.A.

Emergency Contact Name Nyatex Chemical Company

24 hr. Emergency Contact Tel. No. (800)535-5053

Route

Vehicle  
Number

No. of Units & Container Type	HM	BASIC DESCRIPTION UN or NA Number, Proper Shipping Name, Hazard Class, Packing Group	TOTAL QUANTITY (Weight, Volume, Gallons, etc.)	WEIGHT (Subject to Correction)	RATE	CHARGES (For Carrier Use Only)
2 Drum		Compound Adhesive, NOI, Liquid	108 gal	990lbs	60	
1 Pallet		Containing 2 Drums		58 lbs		
		Total Weight Including Pallets		1048 lbs		

PLACARDS TENDERED: YES ☐ NO ☒


REMIT C.O.D.  
TO: ADDRESS

Note - (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property, as follows: "The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_."

(2) Where the applicable tariff provisions specify a limitation of the carrier's liability absent a release or a value declaration by the shipper and the shipper does not release the carrier's liability or declare a value, the carrier's liability shall be limited to the extent provided by such provisions. See NIAFC item 172.

(3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation. See Section 2(e) of item 350, Bills of Lading, Freight Bills and Statements of Charges and Section 1(a) of the Contract Terms and Conditions for a list of such articles.

I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

 Signature

COD Amt: \$

C.O.D. FEE:

PREPAID ☐ COLLECT ☐ \$

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse to the carrier, the carrier shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

TOTAL CHARGES \$

FREIGHT CHARGES

FREIGHT PREPAID except when box at right is checked ☒ Check box if charges are to be collect

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all of any portion of said route to

destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER Nyatex Chemical Company

CARRIER AGD

PER

PER

DATE 04/09/2018

Permanent post-office address of shipper.



# **EXHIBIT 1**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

In re:

Eteron, Inc.,

Debtor.

Chapter 11

Case No.18-45161-pjs

Hon. Phillip J. Shefferly

**ORDER GRANTING NYATEX CHEMICAL COMPANY'S  
MOTION FOR ALLOWANCE  
AND PAYMENT OF ITS 11 U.S.C. § 503(b)(9) CLAIM**

This matter is before the Court upon Nyatex Chemical Company's Motion for Allowance and Payment of its 11 U.S.C. § 503(b)(9) Claim [Doc. No. \_\_\_\_]. The Court has considered the Motion and finds that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that notice of the Motion was sufficient. The Court finds good cause for entry of this Order and is otherwise fully advised in the premises:

NOW, THEREFORE,

IT IS HEREBY ORDERED as follows:

1. The Motion is granted.

2. Nyatex Chemical Company is entitled to an administrative expense claim pursuant to 11 U.S.C. § 503(b)(9) in the amount of \$38,435.04, which shall be paid by the Debtor within 7 business days of the date of entry of this Order.

## **EXHIBIT 2**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

In re:

Eteron, Inc.,

Debtor.

Chapter 11

Case No.18-45161-pjs

Hon. Phillip J. Shefferly

**NOTICE OF OPPORTUNITY TO RESPOND OR REQUEST  
HEARING ON NYATEX CHEMICAL COMPANY'S MOTION FOR  
ALLOWANCE AND PAYMENT OF ITS 11 U.S.C. § 503(b)(9) CLAIM**

Please take notice that Nyatex Chemical Company, through its attorneys, Maddin, Hauser, Roth & Heller, P.C. has filed its Motion for Allowance and Payment of Its 11 U.S.C. § 503(b)(9) Claim (the Motion”).

**Your rights may be affected.** You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.

If you do not want the Court to grant the relief sought in the Motion, or if you want the court to consider your view on the Motion, within 14 days you or your attorney must:

Electronically file with the court a written response or an answer explaining your position. This response or answer must comply with LBR 9014-1. You may find more information regarding electronic filing at the Court's website, [www.mieb.uscourts.gov](http://www.mieb.uscourts.gov), or by visiting the office of the Clerk of the Court, United States Bankruptcy Court, 211 W. Fort Street, Ste. 2100, Detroit, Michigan 48226.

If you mail your response to the court for filing, you must mail it early enough so the court will **receive** it on or before the date stated above. The address for mailing is:

Clerk of the Court  
United States Bankruptcy Court  
211 W. Fort St., Ste. 2100  
Detroit, Michigan 48226

You must also serve a copy on:

Julie Beth Teicher, Esq.  
Maddin Hauser, Roth & Heller, P.C  
28400 Northwestern Hwy., 2<sup>nd</sup> Floor  
Southfield MI 48034  
[jteicher@maddinhauser.com](mailto:jteicher@maddinhauser.com)

**If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.**

Respectfully submitted,

MADDIN, HAUSER, ROTH & HELLER, P.C.

/s/ Julie Beth Teicher  
JULIE BETH TEICHER (P34300)  
Attorneys for Nyatex, LLC  
28400 Northwestern Hwy, 2<sup>nd</sup> Floor  
Southfield, MI 48034  
(248) 354-4030  
[jteicher@maddinhauser.com](mailto:jteicher@maddinhauser.com)

DATED: August 2, 2018

# **EXHIBIT 4**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

In re:

Eteron, Inc.,

Debtor.

Chapter 11

Case No.18-45161-pjs

Hon. Phillip J. Shefferly

**CERTIFICATE OF SERVICE**

The undersigned certifies that on August 2, 2018, Nyatex Chemical Company's Motion for Allowance and Payment of Its 11 U.S.C. § 503(b)(9) Claim (the Motion"), Notice of Opportunity to Respond or Request Hearing on Motion and Certificate of Service were electronically filed with the Clerk of the Court for the United States Bankruptcy Court, Eastern District of Michigan, Southern Division using the CM/ECF System, which will send notification of such filing to all attorneys and parties of record registered electronically.

In addition, a copy of the Notice of Opportunity to Respond or Request Hearing on Motion was served on all parties listed on Debtor's mailing matrix downloaded from the Court's ECF website (copy attached) by first class mail.

Respectfully submitted,  
MADDIN, HAUSER, ROTH & HELLER, P.C.

/s/ Julie Beth Teicher  
JULIE BETH TEICHER (P34300)  
Attorneys for Nyatex, LLC  
28400 Northwestern Hwy, 2<sup>nd</sup> Floor  
Southfield, MI 48034  
(248) 354-4030  
[jteicher@maddinhauser.com](mailto:jteicher@maddinhauser.com)

DATED: August 2, 2018

2182516 v1/13698.0001



Label Matrix for local noticing  
0645-2  
Case 18-45161-pjs  
Eastern District of Michigan  
Detroit  
Fri Jul 27 11:47:01 EDT 2018

American Discount Heating and Cooling  
29556 W. 9 Mile Rd.  
Farmington, MI 48336

Barr Engineering Co.  
3005 Boardwalk Dr.  
Ann Arbor, MI 48108-5218

Brighthouse Networks  
14525 Farmington Rd.  
Livonia, MI 48154-5432

Cellusuede  
1515 Elmwood Rd.  
Rockford, IL 61103-1213

Consumers Energy  
PO Box 850309  
Cincinnati, OH 45274-0001

Dan Hayden Sales Agency, Inc.  
28475 Greenfield Rd.  
Southfield, MI 48076-3034

Kevin Erskine  
211 W. Fort Street  
Suite 2001  
Detroit, MI 48226-3220

Ferrellgas Inc  
One Liberty Plaza MD 40  
Liberty, MO 64068-2971

Grainger  
100 Grainger Pkwy.  
Lake Forest, IL 60045-5202

AGD Trucking  
4067 Kirkway Ct.  
Howell, MI 48843-5508

Amerigas Propane  
460 N. Gulph Rd.  
King of Prussia, PA 19406-2815

Bedrock Logistics  
2501 N. Harwood St.  
Ste. 2600  
Dallas, TX 75201-1618

CZ Cartage  
48735 Grand Rivier Ave.  
Novi, MI 48374-1247

City of Farmington Hills  
31555 W. 11 Mile Rd.  
Farmington Hills, MI 48336-1165

DTE Energy Legal Department  
WCB 688  
One Energy Plaza  
Detroit, MI 48226-1221

Ethan D. Dunn  
Maxwell Dunn, PLC  
24725 W. 12 Mile Rd.  
Suite 306  
Southfield, MI 48034-8300

Eteron, Inc.  
23944 Freeway Park Dr.  
Farmington, MI 48335-2816

Deborah L. Fish  
1001 Woodward Ave.  
Suite 850  
Detroit, MI 48226-1904

Hugh K. Leonard  
5159 Lakeshore Dr.  
Fort Gratiot, MI 48059-3114

Allied Conveyor Systems  
PO Box 1054  
Statham, GA 30666-0022

Bank of America  
100 N. Tryon St.  
Charlotte, NC 28202-4031

Bedrock Logistics  
2501 N. Harwood St.  
Suite 2600  
Dallas TX 75201-1618

Kevin C. Calhoun  
Calhoun & Di Ponio, PLC  
29828 Telegraph Rd.  
Southfield, MI 48034-1338

Kimberly Ross Clayson  
Clayson, Schneider & Miller P.C.  
645 Griswold  
Suite 3900  
Detroit, MI 48226-4251

Dan Hayden Sales Agency  
28475 Greenfield Rd., Ste. 216  
Southfield, MI 48076-3034

Elizabeth L. Martin  
1221 Bowers St.  
#1448  
Birmingham, MI 48012-7056

Express Services, Inc.  
9701 Boardwalk Blvd.  
Oklahoma City, OK 73162-6029

Flock Tex, Inc.  
200 Founders Dr.  
Woonsocket, RI 02895-6193

Internal Revenue Service  
P.O. Box 7346  
Philadelphia, PA 19101-7346

JVIS USA LLC  
52048 Shelby Pkwy  
Utica, MI 48315-1787

Richard E. Kruger  
27777 Franklin Road  
Suite 2500  
Southfield, MI 48034-8222

David A. Lerner  
38505 Woodward Ave.  
Suite 2000  
Bloomfield Hills, MI 48304-5096

MAC II Enterprises  
2959 Nebraska Ave.  
Toledo, OH 43607-3124

William H. Malek  
Michigan Business Advisors  
2900 Union Lake Road  
Ste. 213  
Commerce Twp., MI 48382-3526

Michigan Department of Treasury  
Collection Division  
PO Box 30199  
Lansing, MI 48909-7699

Michigan Dept. of Environmental Quality  
c/o MI Dept. of Attorney General  
Environment, Natural Resources &  
Agricultural Division  
Lansing, MI 48909

Michigan Fire Sprinkler  
26109 Grand River.  
Redford, MI 48240-1442

Michigan Staffing, LLC  
Eva M. Welsher  
29400 Van Dyke, Suite 308  
Warren, MI 48093-2320

Michigan Testing Institute, Inc.  
44249 Phoenix Dr.  
Sterling Heights, MI 48314-1466

NJT Enterprises  
42400 Merrill Rd.  
Sterling Heights, MI 48314-3238

Nyatex  
2112 Industrial Dr.  
Howell, MI 48843-2406

Nyatex Chemical Company  
c/o Julie Beth Teicher, Esq.  
Maddin Hauser Roth & Heller, PC  
28400 Northwestern Hwy., 2nd Floor  
Southfield, MI 48034-1839

OAKLAND COUNTY TREASURER  
1200 N TELEGRAPH  
DEPT 479  
PONTIAC  
MI 48341-0479

Oakland County Treasurer  
1200 N. Telegraph Road  
Pontiac, MI 48341-0479

Old National Bank  
c/o David A. Lerner, Esq.  
Plunkett Cooney  
38505 Woodward Ave  
Suite 100  
Bloomfield Hills, MI 48304-5096

Old National Bank  
USFC 63  
2723 S. State St.  
Ann Arbor, MI 48104-6188

Old National Bank  
c/o David A Lerner  
Plunkett Cooney  
38505 Woodward Ave - Ste 100  
Bloomfield Hills, MI 48304-5096

PIC Group, LLC  
c/o Dennis Loughlin, Esq.  
Warner Norcross & Judd LLP  
2000 Town Center, Suite 2700  
Southfield, MI 48075-1318

Pall Filter Specialists  
100 Anchor Rd.  
Michigan City, IN 46360-2802

Progressive  
P.O. Box 7247-0311  
Philadelphia, PA 19170-0001

Research Drive Properties  
33540 Schoolcraft Rd.  
Livonia, MI 48150

Richard A. Roble (UST)  
United States Trustee  
211 West Fort Street  
Suite 700  
Detroit, MI 48226-3263

Royal Premium  
30833 Northwestern Hwy  
Ste. 220  
Farmington, MI 48334-2582

Sakura Enterprises, LLC  
11443 Maple Valley Dr.  
Plymouth, MI 48170-6391

Service & Technical Associates  
3150 Livernois Rd.  
Troy, MI 48063-5031

State of Michigan  
Department of Treasury  
PO Box 30199  
Lansing, MI 48909-7699

State of Michigan Attorney General  
Cadillac Place, 10th Floor  
3030 W. Grand Blvd.  
Suite 10-200  
Detroit, MI 48202-6030

Michelle Stephenson  
26100 American Drive  
Suite 500  
Southfield, MI 48034-6184

Sterling Commercial Credit, LLC  
c/o Richard Kruger, Esq.  
Jaffe Raitt Heuer & Weiss, P.C.  
27777 Franklin Rd., Ste. 2500  
Southfield, MI 48034-8214

Sterling Commercial Credit-Michigan, LLC  
10559 Citation Drive, Suite 204  
Brighton, MI 48116-8398

Stevenson & Bullock, P.L.C.  
Attn: Michelle M. Stephenson  
26100 American Dr., Ste. 500  
Southfield, MI 48034-6184

Julie Beth Teicher  
Maddin, Hauser, Roth & Heller, P.C.  
28400 Northwestern Highway  
Second Floor  
Southfield, MI 48034-1839

Sheryl L. Toby  
39577 Woodward Avenue  
Third Floor  
Bloomfield Hills, MI 48304-5082

Try Hours, Inc.  
3640 Briarfield Blvd.  
Maumee, OH 43537-9505

U.S. Attorney's Office  
211 W. Fort St.  
Suite 2001  
Detroit, MI 48226-3220

UPS Supply Chain Solutions  
12380 Morris Rd.  
Alpharetta, GA 30005-4177

United States of America (IRS)  
United States Attorney  
211 W. Fort Street  
Suite 2001  
Detroit, MI 48226-3220

VAS  
12294 Highview Shores  
Vicksburg, MI 49097-8352

W.W. Grainger, Inc.  
401 South Wright Road W4E. C37  
Janesville, WI 53546-8729

Waste Management of Michigan, Inc.  
2625 W Grandview Rd Ste 150  
Phoenix, AZ 85023-3109

Waste Management of Michigan, Inc.  
dba Waste Management  
48797 Alpha Drive, Suite 100  
Wixom, MI 48393-3452

Matthew Wilkins  
401 S. Old Woodward Ave.  
Suite 400  
Birmingham, MI 48009-6613

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Chrysler Interior Products  
134 River Road  
Ontario, CA

(u)Cpk Interior Products, Inc.

(d)Dan Hayden Sales Agency  
28475 Greenfield Rd.  
Ste. 216  
Southfield, MI 48076-3034

(u)Delphi Automotive Systems, LLC

(u)Maxwell Dunn, PLC

(u)Daniel M. McDermott

(u)NJT Enterprises, LLC

(u)Nyatex Chemical Company

(u)Sterling Commercial Credit

End of Label Matrix  
Mailable recipients 72  
Bypassed recipients 9  
Total 81